

**KMZ Rosenman**  
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April 14, 2003

MICHAEL S. GORDON  
michael.gordon@katzr.com  
212.840.8866 212.840.8965 fax**By Facsimile**Mark E. Wiemelt, Esq.  
Law Offices of Mark E. Wiemelt, P.C.  
10 S. LaSalle St., Suite 3500  
Chicago, IL 60603

- Re: (1) PracticeWorks, Inc., et al. v. Professional Software  
Solutions of Illinois, Inc., Civil No. JFM 02-CV-1205
- (2) PracticeWorks, Inc., et al. v. Dental Medical  
Automation, Inc., Civil No. JFM 02-CV-1206

Dear Mark:

As you know, during the hearing on February 21, 2003 in the above-referenced matters, in addition to denying Defendants' motion for reconsideration, the Court held that Defendants could provide technical support and service pertaining to the SoftDent software at issue "provided, of course, . . . that relevant materials were returned and not used." (Trans. at p. 11). The Court's holding was consistent with its finding in its January 7 Decision that Defendants were required "to immediately return [to the plaintiffs] any and all materials regarding the Products in any form whatsoever," as required in the Agreements. (Decision at p. 9, *quoting* Section 13.3 of the Agreements). It further was agreed during the February 21 hearing that Defendants would deliver all such materials to you and that you would confirm to Plaintiffs' counsel your receipt and sole custody of these materials. (Trans. at p. 14)

Accordingly, pursuant to the Court's ruling and the parties' agreement during the February 21 hearing, Plaintiffs demand that Defendants deliver to you any and all materials regarding the Products in any form whatsoever, including, without limitation, the following materials received from Plaintiffs and/or their predecessors:

1. All SoftDent Products (as that term is defined in the Agreements) and any copies thereof, in any form whatsoever, being used by Defendants for any purpose, including, without limitation, to service and/or support the SoftDent Products;
2. All manuals, guides, product descriptions, specifications, updates, upgrades, revisions, new versions and supplements;

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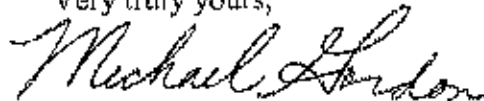
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3. All charts, documents, drawings, memoranda, notes, computer printouts, reports, studies, specifications, charts, graphs, descriptions, instructions, recordings, spreadsheets, and/or other materials contained in any stored data retrieval system;
4. All sales and marketing materials;
5. All monthly reports;
6. All sentinels, including, without limitation, sentinels with the following serial numbers:
  - a. from Dental Medical Automation, Inc. - 14606;
  - b. from Professional Software Solutions of Illinois, Inc. - 1032, 1113, 1147, 3722, 3729, 5908, 7455, 7457, 14281, 14835, 15030.

Finally, the Court stated that "if there are issues that . . . materials are being used improperly, that they should be returned or that software is being used improperly," then Plaintiffs could seek enforcement remedies. (*Id.* at p. 12).

In order to obviate the necessity for motion practice on these issues, please confirm in writing to the undersigned that your clients have delivered to you all of the foregoing materials and that you are in sole custody of the same.

Very truly yours,



Michael S. Gordon

MSG/jpb

Cc: Dennis Stockwell, Esq. (via facsimile)  
Howard E. Cotton, Esq.